INJUNCTIONS — NATURE AND SCOPE OF THE REMEDY — INJUNCTION AGAINST CONTINUING TRESPASS WHERE DAMAGES ARE NOMINAL. — The defendant, the owner of a water-power plant, built a dam in such a way that the level of the stream was raised as it flowed through a chasm owned by the plaintiff. The property encroached upon was of no possible use to the owner, and there had been a judicial determination that the damages were only nominal. The injunction sought by the plaintiff against the continuance of the trespass would cause serious inconvenience to the defendant and to the public. *Held*, that the plaintiff is not entitled to injunctive relief. *McCann* v. *Chasm Power Co.*, 211 N. Y. 301, 105 N. E. 416.

The inadequacy of the legal remedy and the danger of a multiplicity of suits establishes the jurisdiction of equity to restrain a continuing trespass. *Goodson* v. *Richardson*, L. R. 9 Ch. App. 221; *Delaware, L. & W. R. Co.* v. *Breckenridge*, 57 N. J. Eq. 154, 41 Atl. 966. But whether it will be exercised where the damages are only nominal, and the resulting inconvenience to the defendant great, has caused much diversity of judicial opinion. The English authorities argue that the owner's damages from a permanent invasion of his land are of necessity substantial, because of his present power to exact a high price from the trespasser for the coveted privilege, and the danger of the ultimate acquisition of the right by adverse user. *Goodson* v. *Richardson*, *supra*; *Powell* v. *Aiken*, 4 K. & J. 343. But the adverse user is easily interrupted and the policy of the principal case seems on the whole more equitable than the rigid rule of the English courts. The danger that it may encourage wilful appropriation of another's land undoubtedly exists. But this seems outweighed by the danger that by granting an injunction a court of equity might be furnishing the owner with a weapon for extorting an unconscionable price for the privilege. Weight should be given also to the consideration that here public interest is against granting an injunction. *Conger* v. *New York, etc. R. Co.*, 120 N. Y. 29. On the balance of convenience, therefore, equity seems justified in refusing its extraordinary relief. *Bassett* v. *Salisbury Manufacturing Co.*, 47 N. H. 426; *Crescent Mining Co.* v. *Silver King Mining Co.*, 17 Utah 444, 54 Pac. 244; *McCullough* v. *Denver*, 39 Fed. 307. *Contra*, *Richards* v. *Dower*, 64 Cal. 62, 28 Pac. 113.

INSURANCE — ACCIDENT INSURANCE — MEANING OF "ACCIDENTAL" IN THE POLICY. — The insured saw a man accidentally burned to death, and was so affected that he died shortly afterward of apoplexy, produced either by the intense excitement of witnessing the fire or by a fall caused by fainting from such excitement, and perhaps by both. The beneficiary now sues upon an insurance policy payable in the event of the "accidental death" of the insured. *Held*, that the trier of the facts could reasonably find the death to have been accidental. *International Traveler's Ass'n* v. *Branum*, 169 S. W. 389 (Tex. Civ. App.).

The word "accident" in insurance policies has been productive of frequent litigation. Its meaning is purely a question of fact, determined by what an ordinary reasonable man would consider an accident in the popular sense. *United States Mutual Accident Ass'n* v. *Barry*, 131 U. S. 100, 121. See 24 HARV. L. REV. 221. Death from disease, of course, is ordinarily not an accident. *Sinclair* v. *Maritime, etc. Ins. Co.*, 3 E. & E. 478. But when the disease is itself directly attributable to a previous accident, as where a fall produces apoplexy, the death is justly considered accidental. *National Benefit Ass'n* v. *Grauman*, 107 Ind. 288. This authority would probably cover the principal case, assuming that the fall was responsible for the apoplexy. For a sudden and temporary physical disturbance like the fainting spell is properly not a disease. *Manufacturer's Accident Indemnity Co.* v. *Dorgan*, 58 Fed. 945, 955; *Meyer* v. *Fidelity & Casualty Co.*, 96 Iowa 378, 65 N. W. 328. The death seems no less accidental